

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

1. ROSE STEPHENS,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Civil Action No. 14-cv-407-CVE-TLW
	)	
2. THE LINCOLN NATIONAL LIFE	)	JURY TRIAL DEMANDED
INSURANCE COMPANY,	)	
	)	
Defendant.	)	

**COMPLAINT FOR BREACH OF CONTRACT AND VIOLATION  
OF GOOD FAITH AND FAIR DEALING**

COMES NOW the Plaintiff, Rose Stephens, by and through her attorney, Erik C. Johnson of Erik C. Johnson, Attorney at Law, PLLC, and brings this action for money damages for breach of Long Term Disability Insurance Policy issued by the Defendant, The Lincoln National Life Insurance Company.

**PARTIES AND JURISDICTION**

1. Plaintiff STEPHENS is a natural person who is a resident of Blue Jacket, Craig County, Oklahoma.
2. Defendant, THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, is an insurance company with authority to transact insurance in Oklahoma.
3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a).

**VENUE**

4. This action lies properly in the Northern District of Oklahoma pursuant to 28 U.S.C. § 1391(b) as the breach of contract complained of herein occurred within the Northern

District of Oklahoma, the Plaintiff is a resident of Craig County, Oklahoma, and the Defendant is an insurance company with authority to transact insurance in Oklahoma.

Plaintiff alleges:

**COUNT ONE – BREACH OF CONTRACT**

5. Plaintiff incorporates by reference and restates all allegations of the preceding paragraphs as if fully set forth herein.

6. This is an action for damages resulting from Defendant's breach of Long Term Disability Insurance Policy issued to Plaintiff.

7. On or about May 1, 1998, Defendant issued a Group Long Term Disability Insurance Policy, a copy of which is attached as Exhibit A, to Plaintiff covering Plaintiff's total disability effective May 1, 1998.

8. On or about June 7, 2010 Plaintiff was placed on an unpaid Leave of Absence due to her work-related disability by her employer Ceradyne Boron Products, Inc.

9. On or about March 21, 2011, Plaintiff's employment with Ceradyne Boron Products, Inc. was terminated as a result of injuries she endured while an employee of Ceradyne Boron Products, Inc.

10. On or about December 14, 2013, while the policy was in effect, Plaintiff's application for Long Term Disability benefits was denied by Defendant.

11. Defendant has breached its contract with Plaintiff by denying coverage under the Group Long Term Disability Insurance Policy and refusing to pay the amount due under the policy despite Plaintiff's demand for payment.

12. Plaintiff has performed all conditions precedent to recover under the Group Long Term Disability Insurance Policy and has not excused Defendant's breach.

13. As a result of Defendant's breach of the contract, Plaintiff has sustained damages in excess of Seventy Five Thousand dollars (\$75,000.00).

**COUNT TWO – BAD FAITH**

14. Plaintiff incorporates by reference and restates all allegations of the preceding paragraphs as if fully set forth herein.

15. Defendant's refusal to pay Plaintiff's claim was unreasonable under the circumstances, and Defendant thereby violated its duty of good faith and fair dealing with the Plaintiff.

16. As a result of Defendant's refusal to pay Plaintiff's claim, Plaintiff has had to and continues to pay attorney fees and has experienced mental pain and suffering.

**DEMAND FOR RELIEF**

17. Accordingly, Plaintiff demands Judgment against Defendant as follows:

18. For sums in excess of Seventy Five Thousand dollars (\$75,000.00) for breach of the Group Long Term Disability Insurance Policy,

19. Compensatory damages for attorney fees and mental pain and suffering in excess of Seventy Five Thousand dollars (\$75,000) for violating its duty of good faith and fair dealing.

20. Punitive damages in excess of Seventy Five Thousand dollars (\$75,000),

21. Interest and costs including reasonable attorney fees.

**WHEREFORE**, Plaintiff prays that it have judgment *in rem* in her favor and recovery against Defendant in the total amount in excess of Seventy Five Thousand (\$75,000.00) and further relief as the Court deems just and proper; for a reasonable attorney's fee and costs; and for such other and further relief as the Court may deem just and equitable under the circumstances.

**JURY TRIAL DEMAND**

22. The Plaintiff demands a jury trial on all questions of fact raised by this Complaint.

**WHEREFORE**, Plaintiff prays that it have judgment in rem in her favor and recovery against Defendant in the total amount in excess of Seventy Five Thousand (\$75,000.00) and further relief as the Court deems just and proper; for a reasonable attorney's fee and costs; and for such other and further relief as the Court may deem just and equitable under the circumstances.

Respectfully submitted this 16th day of July, 2014

/s/ Erik C. Johnson

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